



AGENDA BILL APPROVAL FORM

Agenda Subject: Activity Center – Construction Contract		Date: April 26, 2010
Department: HR	Attachments: Budget Status Sheet, contract	Budget Impact: \$ 2,896,200 (not incl. wsst)
Administrative Recommendation: City Council approve Contract No. 08.01.115 for Project Number CP0607, Les Gove Park Expansion – Activity Center and award the contract to Christensen, Inc., in the amount of \$2,896,2000 (not including Washington State sales tax).		
Background Summary: Contract with Christensen, Inc., Tumwater, WA to construct the Les Gove Park Expansion – Activity Center, a 9,910 s.f. gymnasium addition to the PRAB and associated site improvements. Base bid: \$2,800,000 Alt. #1: \$ 87,000 Covered walk-way from Activity Center to Senior Center Alt. #2: \$ 7,800 Clean PRAB masonry and apply anti-graffiti coating Alt. #3: \$ 1,400 Rough-in for (4) security cameras TOTAL: \$2,896,200 S0503-1 O5.2		
Reviewed by Council & Committees: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Arts Commission <input type="checkbox"/> Airport <input type="checkbox"/> Hearing Examiner <input type="checkbox"/> Human Services <input type="checkbox"/> Park Board <input type="checkbox"/> Planning Comm. </div> <div style="width: 45%;"> COUNCIL COMMITTEES: <input type="checkbox"/> Finance <input checked="" type="checkbox"/> MUNI Services <input type="checkbox"/> Planning & CD <input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Other <u>Comm.Cntr Com</u> </div> </div>		Reviewed by Departments & Divisions: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Building <input type="checkbox"/> Cemetery <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Fire <input type="checkbox"/> Legal <input type="checkbox"/> Public Works </div> <div style="width: 45%;"> <input type="checkbox"/> M&O <input type="checkbox"/> Mayor <input type="checkbox"/> Parks <input type="checkbox"/> Planning <input type="checkbox"/> Police <input checked="" type="checkbox"/> Human Resources </div> </div>
Action: Committee Approval: <input type="checkbox"/> Yes <input type="checkbox"/> No Council Approval: <input type="checkbox"/> Yes <input type="checkbox"/> No Call for Public Hearing ____/____/____ Referred to _____ Until ____/____/____ Tabled _____ Until ____/____/____		
Councilmember: Backus		Staff: Heineman
Meeting Date: May 3, 2010		Item Number: V.C.1

BUDGET STATUS SHEET

Project No: CP0607

Project Title: Les Gove Park Expansion - Activity Center Project

Project Manager: Steven Burke

Initiation Date: _____

Advertisement Date: _____

Award Date: _____

- ☐ Project Initiation

☐ Permission to Advertise

☒ Contract Award

☐ Change Order Approval

☐ Contract Final Acceptance

Date: May 3, 2010

The "Future Years" column indicates the projected amount to be requested in future budgets.

Funds Budgeted (Funds Available)

Funding	Prior Years	2009	2010	Future Years	Total
321 REET 1	220,443	167,840	3,677,174	0	4,065,457
					0
Total	220,443	167,840	3,677,174	0	4,065,457

Estimated Cost (Funds Needed)

Activity	Prior Years	2009	2010	Future Years	Total
Design Engineering - City Costs					0
Design Engineering - Consultant Costs	220,443	167,840	118,679		506,962
Property Acquisition					0
Property Acquisition - Consultant Costs					0
Construction Contract Bid			2,896,200		2,896,200
Authorized Contingency (6%)			173,772		173,772
Other - WSST			275,139		275,139
Construction Engineering - City Costs					0
Construction Engineering - Consultant Costs			213,384		213,384
Total	220,443	167,840	3,677,174	0	4,065,457



AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty Sixth day of April in the year Two Thousand and Ten

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Auburn

25 West Main Street

Auburn, WA 98001-4916

253-876-1946

Steve Burke, Project Manager

and the Contractor:

(Name, legal status, address and other information)

Christensen Inc.

2840 Crites Street SW #100

Tumwater, WA 98512

Kevin Christensen, President

for the following Project:

(Name, location and detailed description)

Les Gove Park Campus Expansion Activity Center

910 9th Street SE,

Auburn, WA 98002,

The Work includes briefly, and without force and effect upon Contract Documents, Work of Contract consists of construction of approximately 9,900 sf gym addition plus 8,300 interior improvements to the PRAB and site improvements for increasing parking to 65 stalls.

The Architect:

(Name, legal status, address and other information)

BLRB Architects

1250 Pacific Ave., Ste 700

Tacoma, WA 98402

253-627-5599

Fax 253-572-5167

The Owner and Contractor agree as follows.

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Notice to Proceed May 13, 2010

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ~~(---) days from the date of commencement, or as follows:~~ February 17, 2011 ()

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Init.

Portion of Work**Substantial Completion Date**

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million, Eight Hundred Ninety Six Thousand, Two Hundred Dollars & 00 cents. (\$ 2,896,200.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternate #1 – Covered walkway between gym and senior center

Alternate #2 – Masonry cleaning and graffiti coatings at PRAB brick walls.

Alternate #3 – Provide rough-in for (4) security cameras and monitoring station.

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
<u>UP-1 Removal of Unsuitable Soil</u>	<u>Cubic Yards</u>	<u>\$50.00</u>
<u>UP-2 Import and Place Structural Fill</u>	<u>Cubic Yards</u>	<u>\$70.00</u>

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
<u>Remove and replace damaged wood roof decking</u>	<u>\$4.00/sq. ft.</u>

ARTICLE 5 PAYMENTS**§ 5.1 PROGRESS PAYMENTS**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows: month

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 10th day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

Init.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Per Project Manual Section 011000, page 3

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Init.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- ☒ Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

§ 8.3 The Owner's representative:
(Name, address and other information)

Steve Burke, Construction Project Manager
City of Auburn
25 West Main Street
Auburn WA 98001
Email Address: sburke@auburnwa.gov

§ 8.4 The Contractor's representative:

Init.

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User Notes:

(1648783941)

(Name, address and other information)

Kevin Christensen, President
Christensen Inc.
2840 Crites Street SW #100
Tumwater, WA 98512
christenseninc@aol.com

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
<u>007313</u>	<u>Special Conditions</u>	<u>03/11/10</u>	<u>9</u>

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

See Attached Exhibit 'A'

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

See Attached Exhibit 'B'

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
<u>Addendum No. 1</u>	<u>03/24/10</u>	<u>11 pages</u>
<u>Addendum No. 2</u>	<u>04/02/10</u>	<u>77 pages</u>

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

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User Notes:

(1648783941)

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Pete Lewis, Mayor
(Printed name and title)

CONTRACTOR (Signature)

Kevin Christensen, President
(Printed name and title)

Init.

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User Notes:

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 14:56:38 on 04/26/2010 under Order No. 2306810008_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007 - Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

Activity Center Project

General Description:

The Activity Center project consists of a 9,910 s.f. gymnasium addition and associated site improvements to the current City of Auburn's Parks and Recreation Department Building (PRAB). The Activity Center will provide typical gymnasium activities including basketball, pickle ball, volleyball, dance, exercise, and indoor soccer. An integrated climbing wall is provided at the building's southern elevation. A canopy connects the Activity Center with the existing Auburn Senior Center.

Site development features include a reconfiguration of the existing access driveway and parking lot, providing 69 parking spaces and space for 28 future parking spaces. The site development includes extensive use of pervious concrete. An exterior concrete plaza connects the south elevations of the Activity Center, PRAB and Senior Center, providing exterior activity and relaxation space and access to the integrated climbing wall and bicycle racks. The plaza also provides access to existing Les Gove Park walking paths

Ancillary spaces within the Activity Center include a large storage room for chairs and equipment, women's and men's dressing / toilet rooms, mechanical, electrical, custodial and fire protection rooms.

Under a separate project, the City of Auburn is providing a 150 Kw emergency stand-by generator, which will provide full emergency power for the PRAB and lighting emergency power for the Activity Center.

LEED & Energy Efficiency Highlights Narrative:

A condensing type forced draft, natural gas fired boiler, complete with modulating burners will provide heating water for a zoned radiant floor heating system for all building areas. No mechanical cooling will be provided. Passive cooling through the use of operable openings, optimization of building envelope and external shading devices will be provided. Operable clerestory windows will provide "draw" for passive ventilation and cooling air entering the building from operable openings in the gymnasium. Three small dedicated fan coil units with outside air capability will provide wintertime ventilation. CO2 sensors will control the fan coil units and operable louvers/ windows. These energy efficiency strategies are together projected to provide 6 LEED Energy and Atmosphere credits for optimization of Energy Performance. This equates to nearly 30% savings relative to a new building built to meet current Washington State Energy Code.

A Direct Digital Control system will provide maximum operating efficiency for the mechanical systems and provide a means of monitoring performance. A Commissioning Agent will provide LEED enhanced commissioning for the project to help ensure high performance is achieved and can be maintained.

Overall the Activity Center seeks 36 LEED credits, which will provide for a LEED Silver certification.